

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

KRISTOPHER LAWSON, VINCENT
MCCLEERY, and SEAN MCMURRAN,
Individually and on Behalf of All Other Persons
Similarly Situated,

Plaintiffs,

-against-

LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.,

Defendant.

Case No.: 1:17-cv-01266-CCC

SETTLEMENT AGREEMENT

The Parties to this Civil Action, acting through their representatives and attorneys, enter into this Agreement concerning the amicable resolution of this Civil Action, subject to approval by the Court.

1. DEFINITIONS

The terms set forth below shall have the meanings defined herein wherever used in this Agreement (including its exhibits).

1.1 "Agreement" means this written Settlement Agreement, which sets forth the terms of the settlement and final amicable resolution of this Civil Action.

1.2 "Approval Order" means the order to be entered by the Court: (a) approving the terms of this Agreement (subject to any modification that is acceptable to the Parties); and (b) approving the settlement and release of claims by Named Plaintiffs and the other FLSA Collective Members, as set forth herein. The proposed Approval Order that will be submitted to the Court with Named Plaintiffs' unopposed motion is attached as **Exhibit A**.



1.3 “Civil Action” means the above-captioned action, inclusive of the claims asserted therein pursuant to the federal Fair Labor Standards Act (“FLSA”).

1.4 “Court” means the United States District Court for the Middle District of Pennsylvania (Magistrate Judge Martin C. Carlson). The parties stipulate to the jurisdiction of Magistrate Judge Carlson for settlement approval purposes.

1.5 “Class Counsel” means Marc Hepworth, David A Roth, Charles Gershbaum, and Rebecca S Predovan, of the law firm HEPWORTH, GERSHBAUM & ROTH, PLLC, 192 Lexington Avenue, Suite 802, New York, New York 10016; and Gregg I. Shavitz, Paolo C. Meireles, and Logan A. Pardell, of the law firm SHAVITZ LAW GROUP, P.A.

1.6 “Defendant” means Love’s Travel Stops & Country Stores, Inc.

1.7 “Defense Counsel” means Matthew J. Hank, Donald W. Myers, Rachel Fendell Satinsky, and Marc D. Esterow of Littler Mendelson, P.C.

1.8 “Effective Date” means the date upon which all of the following have occurred in the Civil Action: (a) entry of the Approval Order; (b) issuance of an order dismissing the Civil Action with prejudice and entering judgment in accordance with the terms of this Agreement (subject to any modification that is acceptable to the Parties); and (c) the expiration of the appeal rights of the Parties and FLSA Collective Members (which shall be deemed to be 31 days following entry of the order dismissing the Civil Action with prejudice and entering judgment in accordance with the terms of this Agreement, or if a timely notice of appeal is filed, shall be deemed to be 5 business days following the expiration of all such appeals and related proceedings without any material alteration of the terms of the Approval Order).

1.9 “FLSA Collective Representative” means Named Plaintiffs.

1.10 “FLSA Collective Members” means Named Plaintiffs and those individuals who filed written consents to join this action pursuant to 29 U.S.C. § 216(b)¹ and whose claims have not been withdrawn or dismissed. The Parties have agreed upon a list of all FLSA Collective Members, which is attached to this Agreement as **Exhibit B**. For purposes of settlement only, Defendant stipulates to the validity of the written consents filed by the FLSA Collective Members, the eligibility of the FLSA Collective Members to participate in the Civil Action, the right of the FLSA Collective Members to participate in the amicable resolution of the Civil Action in accordance with the terms of this Agreement, and to the certification of the FLSA Collective Members as an FLSA Collective pursuant to 29 U.S.C. § 216(b) (the “FLSA Collective”).

1.11 “Settlement Amount” means the amount of money to be paid by Defendant in connection with this Agreement. The Settlement Amount consists of \$2,950,000.00, plus the employer’s share of payroll taxes and the Settlement Administrative Costs, as addressed below. The Settlement Amount is inclusive of the FLSA Collective Member Fund, the Service Payment Allocation, and the Attorneys’ Fees and Expenses Payment, as addressed further herein.

a) “FLSA Collective Member Fund” means the maximum of \$1,500,000.00 to be paid by Defendant to FLSA Collective Members for their individual settlement payments, unless otherwise indicated herein. Court-approved Service Payment Allocations shall be deducted from the FLSA Collective Member Fund, with the remainder to be allocated among the FLSA Collective Members in accordance with Section 3.3, below.

¹ In addition to the Named Plaintiffs and others who opted into this Civil Action in advance of the Court’s February 16, 2018 Order conditionally certifying the FLSA collective, and who have not otherwise withdrawn from the Civil Action whether voluntarily or by Court order, this includes all those individuals that opted into this Civil Action pursuant to the Court’s February 16, 2018 Order authorizing notice of the Civil Action to be sent to “[a]ll individuals who [] were employed as operations managers by Love’s Travel Stops & Country Stores, Inc. at any location within the United States at any time dating three years back from [February 16, 2018],” using the contact list provided by Defendant. D.E. 68.

b) “Service Payment Allocation” means the maximum of up to \$10,000.00 allocated to each of the Named Plaintiffs; and the maximum of up to \$2,500.00 allocated to each Larry Clifton, Richard Lynch Jr., Darryl Warren (collectively with Named Plaintiffs, “Service Award Recipients”) for a total of \$37,500.00, to be allocated from the FLSA Collective Member Fund, subject to Court approval, in exchange for their services on behalf of the FLSA Collective Members in this Civil Action. Defendant will not oppose these requests.

c) The “Attorneys’ Fees and Expenses Payment” means the maximum of up to \$1,450,000.00 to be paid to Class Counsel in accordance with the Approval Order, as attorney’s fees, costs and expenses incurred in the Civil Action. The Attorneys’ Fees and Expenses Payment will account for an award of attorney’s fees of up to \$1,312,804.17 and an award of costs and expenses of up to \$137,195.83, both based on actual fees and costs incurred to date. Defendant will not oppose this request. If the Court awards less than \$1,450,000.00 as the total Attorneys’ Fees and Expenses Payment, this shall not provide a basis for voiding this Agreement, or objecting to or appealing from the Approval Order. Amounts not approved by the Court will remain with and be retained by Defendant. Named Plaintiffs, FLSA Collective Members and Class Counsel expressly waive any rights that they may have to recover any other attorney’s fees, costs and/or expenses relating to the Civil Action.

1.12 “Named Plaintiffs” means Plaintiffs Kristopher Lawson, Vincent McCleery, and Sean McMurran.

1.13 “Parties” means Named Plaintiffs in their own capacity as well as in their capacity as FLSA Collective Representatives (on behalf of themselves and all FLSA Collective Members) and Defendant.

1.14 “Released Parties” means: (a) Love’s Travel Stops & Country Stores, Inc. and (b) the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, any of the entities identified in subsection (a) of this section, including, but not limited to, any person or entity that was or could have been named as a defendant in the Civil Action.

1.15 “Settlement Administrator” means JND Settlement Administration.

1.16 “Settlement Administrative Costs” means the fees and costs of the Settlement Administrator, not to exceed twenty-thousand dollars (\$20,000), for the administrative services it will provide and its expenses in connection with those services under this Agreement. Defendant will pay the Settlement Administrative Costs as part of the Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the settlement.

2. RECITALS

2.1. Named Plaintiffs brought this Civil Action under the FLSA on behalf of individuals who were employed by Defendant in the position of Operations Manager. Named Plaintiffs assert that they and FLSA Collective Members worked in excess of 40 hours per week during their employment with Defendant in the position of Operations Manager and that Defendant was required to pay them at a rate of one and one-half times their regular rate for all hours worked in excess of 40 hours per week. Named Plaintiffs seek compensation for unpaid overtime

compensation, as well as other relief under the FLSA, including liquidated damages, interest, litigation costs and expenses, and attorney's fees.

2.2. Defendant denies the allegations in the Civil Action and states that it did not violate the law and that it has no liability for any claims asserted in the Civil Action. Defendant contends that Named Plaintiffs and FLSA Collective Members were properly classified as employees exempt from the overtime protections of the FLSA, and thus were fairly and adequately compensated for the work they performed. Nonetheless, Defendant has agreed to the terms of this Agreement because it will: (1) avoid the further expenses and disruption of business due to the pendency and expense of the litigation; and (2) put the claims asserted in the Civil Action to rest.

2.3. On June 3, 2020, the Parties met with Mediator Hunter R. Hughes, III to attempt to negotiate a resolution of the Civil Action. As a result of the mediation, the parties reached a settlement-in-principle, which is intended to be a full and final resolution of the Civil Action and all released claims as discussed herein.

2.4. This Agreement reflects a compromise of disputed claims. Nothing in this Agreement shall be deemed or used as evidence of, or as an admission of, liability by Defendant or any of the Released Parties, or of any fault or wrongdoing whatsoever, or as evidence that, or as an admission that, this action may proceed as a collective action under the FLSA for any purpose other than settlement.

2.5. It is the desire of Named Plaintiffs and all FLSA Collective Members to fully, finally, and forever settle, compromise, and discharge all claims that were asserted or that could have been asserted in the Civil Action related to the payment of regular or overtime wages, including but not limited to all claims, demands, and causes of action for unpaid regular and/or overtime wages, penalties, liquidated damages, interest, costs, attorney's fees, and any other relief

under the FLSA, 29 U.S.C. §§ 201, *et seq.*, as well as any similar state or local law governing the payment of regular or overtime wages, arising out of work performed for Defendant as an overtime exempt-classified Operations Manager at any time up until and including execution of this Agreement, however excluding all Equal Pay Act, gender discrimination claims, and/or sex or gender based claims that were asserted or that could have been asserted in the action *Horton v. Love's Travel Stops & Country Stores, Inc.*, No. 19 Civ. 1193 (M.D.N.C.).

2.6. It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of all Released Claims as defined in Section 5 herein against all Released Parties.

2.7. In exchange for (a) the dismissal of Civil Action with prejudice; (b) the settlement and release of all Released Claims as defined in Section 5 herein against all Released Parties; and (c) otherwise subject and pursuant to the terms and conditions of this Agreement, Defendant has agreed to pay the Settlement Amount.

2.8. The Parties shall cooperate in the formal steps necessary to carry out the terms set forth in this Agreement, which is subject to approval by the Court.

3. APPROVAL AND NOTICE PROCEDURES

3.1 The Parties shall seek Court approval of this Agreement. The Parties agree that Named Plaintiffs will file with the Court, if possible no later than thirty (30) days following the date on which this Agreement is executed by all Parties, an unopposed motion for entry of the Approval Order as an Order of Court. The motion shall be prepared and filed by Class Counsel, with Defense Counsel being provided the opportunity to review same in advance of filing.

3.2 Notice and Claims Procedure for FLSA Collective Members.

a) Not later than fifteen (15) business days after the date the Court enters the Approval Order as an Order of Court, Defendant will provide the Settlement Administrator and Class Counsel with an Excel chart listing for each FLSA Collective Member listed in **Exhibit B**, their: (1) name; (2) dates of employment as an exempt-classified Operations Manager; (3) state(s) of employment as an overtime exempt-classified Operations Managers; and (4) social security number. Likewise, not later than fifteen (15) business days after the date the Court enters the Approval Order, Class Counsel will provide the Settlement Administrator with an Excel chart listing for each FLSA Collective Member listed in **Exhibit B**, their: (1) name; and (2) last known address; and (3) last known e-mail address. The Settlement Administrator must have in place an effective information and data security program capable of protecting the personal information of the FLSA Collective Members. In addition, the Settlement Administrator must contractually obligate itself to maintain reasonable physical, administrative, and technical controls to protect such information. The Parties' counsel may object to the selection of a Settlement Administrator that does not pass the assessment process or that will not agree to reasonable contractual commitments regarding the security of Putative Collective Members' information.

b) Within seven (7) business days of the funding of the Qualified Settlement Fund, as discussed in Section 4.3 below, the Settlement Administrator shall mail, via First Class United States mail, the Notice of Settlement of Collective Action Lawsuit ("Notice") in the form attached as **Exhibit C** and a Settlement Check reflecting the recipient's share of the FLSA Collective Member Fund ("Notice Packet") to all FLSA Collective Members using each individual's last known address (except that the Settlement Administrator shall perform a national change of address database review prior to mailing). If a Notice is returned to the Settlement

Administrator with a forwarding address, the Notice shall be re-mailed by the Settlement Administrator within three (3) business days following receipt of the returned mail to the address indicated. If a Notice is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts (such as skip traces) to search for the correct address, and shall promptly re-mail the Settlement Notice to any newly found address(es). At the same time that Notice Packets are initially issued via First Class United States mail, the Settlement Administrator shall e-mail the Notice to all FLSA Collective Members for which an e-mail address was provided by Class Counsel, with the clarification that the recipient's Settlement Check has been issued via First Class United States mail.

3.3 Allocation of the FLSA Collective Member Fund.

a) Net Fund. The amount approved by the Court for the Service Payment Allocation shall be deducted from the FLSA Collective Member Fund to obtain a "Net Fund."

b) Each FLSA Collective Member shall be allocated a portion of the Net Fund pursuant to the following allocation formula:

- i) Each Named Plaintiff and FLSA Collective Member employed by Defendant anywhere in the United States shall be compensated on a *pro rata* basis, based on each week worked as an exempt-classified Operations Manager, at any time from the longer of three years prior to each such individual filing a Consent to Join form in the Civil Action, or from February 16, 2015, in either event through execution of this Agreement.
- ii) The calculation of all workweeks pursuant to paragraphs (i) above shall be based on Defendant's business records.

iii) To calculate each Named Plaintiff and FLSA Collective Member's proportionate share:

1. Add all eligible workweeks for each Named Plaintiff and FLSA Collective Member together to obtain the "Total Denominator";
2. Divide the number of eligible workweeks for each Named Plaintiff and FLSA Collective Member by the Total Denominator to obtain each Named Plaintiff and FLSA Collective Member's "Portion of the Net Fund."

iv) Multiply each Named Plaintiff and FLSA Collective Member's Portion of the Net Fund by the Net Fund to determine each Named Plaintiff and FLSA Collective Member's "Gross Individual Settlement Payment." If any Named Plaintiff's or FLSA Collective Member's Portion of the Net Fund is less than \$200.00, their allocation shall be increased to \$200.00 with a *pro rata* reduction to all other FLSA Collective Members' Gross Individual Settlement Payments. The final sum of the Gross Individual Settlement Payments for the Named Plaintiffs and FLSA Collective Members shall equal the Net Fund. The Gross Individual Settlement Payment shall be disclosed in each respective Named Plaintiff's and FLSA Collective Member's Notice. A Gross Individual Settlement Payment will be paid to each Named Plaintiff and FLSA Collective Member, with appropriate taxes withheld as further described herein, via a Settlement Check.

4. PAYMENT OBLIGATIONS

4.1 Within fourteen (14) business days after receiving Excel spreadsheets contemplated in Section 3.2(a) above, the Settlement Administrator will provide the Parties with a register of all FLSA Collective Members, the total amount to be paid to them under the terms of the Agreement, the total amount necessary to satisfy all individual payments to the FLSA Collective Members, the total amounts necessary to pay the approved Attorneys' Fees and Expenses Payment, the total amount necessary to pay the employer's share of payroll taxes arising out of the individual payments to FLSA Collective Members, and the total Settlement Administrative Costs.

4.2 No later than fourteen (14) business days after the Effective Date, Defendant shall remit to the Settlement Administrator the total amount of funds required to satisfy its obligations under this Agreement, as advised by the Settlement Administrator in accordance with Section 4.1 above. Payment will be by wire transfer to a Qualified Settlement Fund established by the Settlement Administrator with a depository bank chosen by the Settlement Administrator.

a) The Qualified Settlement Fund is intended by the Parties to be a qualified settlement fund as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The account shall be established as a qualified settlement fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court.

4.3 Within seven (7) business days after funding to the Qualified Settlement Fund, the Settlement Administrator shall distribute the funds to FLSA Collective Members in the manner described in Section 3, above; the approved Attorneys' Fees and Expenses Payment to Class Counsel (so long as Class Counsel has provided the Settlement Administrator with their tax-payer

identification number(s), executed W-9 form(s), wire instruction(s), mutual written instruction(s) regarding the allocation of the payment among the firms comprising Class Counsel, and any other information required to facilitate the distribution); and the approved Service Payment Allocation via First Class United States mail, according to the amounts due and owing to each of them pursuant to the terms of the Approval Order and this Agreement.

4.4 For income and payroll tax purposes, fifty percent (50%) of the Court-approved individual shares of the FLSA Collective Member Fund shall be treated as wages (and subject to required withholdings and deductions and reported as wage income), and the remaining fifty percent (50%) of each such adjusted payment, as well as one-hundred percent (100%) of each payment made in satisfaction of the Court-approved Service Payment Allocation, shall be treated as liquidated damages, interest and other non-wage recovery (and shall not be subject to withholdings or deductions and shall be reported as non-wage other income in Box 3 of a Form 1099-MISC).

4.5 Other than the withholding and reporting requirements herein, the FLSA Collective Members shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Agreement. The employee portion of all applicable income and payroll taxes will be the responsibility of the individual FLSA Collective Member, who agrees to indemnify and hold harmless the Released Parties, Class Counsel, and Defense Counsel for any tax liability, including penalties and interest, arising out of or relating to their failure to pay taxes on any amounts paid pursuant to this Agreement. All applicable employer payroll tax amounts associated with the payments described in this Agreement to the FLSA Collective Members, including the employer share of FICA, FUTA, and SUTA/SUI, shall be paid by Defendant as part of the Settlement Amount, and Defendant shall

bear all responsibility with respect to the employer's share of payroll taxes. The Settlement Administrator shall be responsible for calculating and remitting to the tax authorities all payroll taxes, as well as the employer share of FICA, FUTA, and SUTA/SUI, for payments out of these allocations.

4.6 Except as otherwise provided herein, the Parties and FLSA Collective Members shall bear responsibility for their own fees, costs, and expenses incurred by them or arising out of this Civil Action and will not seek reimbursement thereof from any of the other Parties or any of the Released Parties.

4.7 The FLSA Collective Members will have one hundred eighty (180) days from the date the checks are issued to negotiate them. One hundred twenty (120) days from the date of mailing of the checks, the Settlement Administrator will provide Class Counsel with a report reflecting which individuals have not yet negotiated their checks. Class Counsel will be free to contact any such individuals to encourage them to promptly negotiate their checks. After one hundred eighty (180) days from the date the checks are issued, the Settlement Administrator shall stop payments on any checks issued to FLSA Collective Members that have not been negotiated, and corresponding funds shall be remitted by the Settlement Administrator to the Children's Miracle Network Hospitals as the *Cy Pres* Recipient. FLSA Collective Members shall be bound by the terms of this Agreement, even if they fail to timely negotiate their checks.

4.8 Released Parties, Class Counsel, and Defense Counsel will not be liable for checks cashed by persons other than the FLSA Collective Members. Each such individual will be deemed to have released the Released Parties from all liability as set forth in this Agreement even if his or her check is cashed by a person other than to whom the check is written.

4.9 Payments made under this Agreement are not intended to and will not: (1) form the basis for additional contributions to, benefits under, or any other monetary entitlements under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, any bonus, pension, any 401(k) and/or other retirement plans or similar programs of any of the Released Parties.

5. **RELEASES**

5.1 **Release of Claims by Named Plaintiffs and all FLSA Collective Members.**

a) By operation of this Agreement and the Approval Order, and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, each Named Plaintiff and all FLSA Collective Members shall hereby irrevocably and unconditionally forever and fully release and covenant not to sue or otherwise pursue claims against Defendant and all Released Parties from any and all claims that were asserted or that could have been asserted in this Civil Action related to the payment of regular or overtime wages, including but not limited to all claims, demands, and causes of action for unpaid regular and/or overtime wages, penalties, liquidated damages, interest, costs, attorney's fees, and any other relief under the federal FLSA, 29 U.S.C. § 201, *et seq.*, as well as any similar state or local law governing the payment of regular or overtime wages, arising out of work performed for Defendant as an overtime exempt-classified Operations Manager at any time until and including execution of this Agreement (collectively, the "Released Claims"). The Released Claims further include all claims for miscalculated wages, improper deduction(s), late payment of wages, premium pay, commissions, bonuses, improper rounding of time records; and as it applies to any wage and hour claims, breach of contract, implied contract, quantum meruit, unjust enrichment, promissory estoppel, equitable estoppel, fraud, negligent misrepresentation, conversion, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief

theories or claims, any claims related to 401k or pension plans, or under or derived from the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.*, to the extent such ERISA claims are premised on an alleged failure to credit any pension plan, health plan or other employer sponsored benefit plan account or benefits based upon and within the above defined scope of claims release. Specifically excluded from Released Claims are all Equal Pay Act, gender discrimination claims, and/or sex or gender based claims that were asserted or that could have been asserted in the action *Horton v. Love’s Travel Stops & Country Stores, Inc.*, No. 19 Civ. 1193 (M.D.N.C.).

b) Named Plaintiffs, as the FLSA Collective Representatives, on behalf of themselves and all FLSA Collective Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any of the Released Claims or any portion thereof or interest therein, including but not limited to, any interest in the Civil Action, or any related action.

5.2 Provisions Applicable to Service Award Recipients.

a) In addition to the claims released as set forth in Section 5.1 above, Service Award Recipients, including Named Plaintiffs, shall execute the General Release of Claims attached hereto as **Exhibit D**.

5.3 Confidentiality.

a) The Parties and their Counsel agree not to disclose the terms of this Agreement to the media.

b) The Parties and their Counsel shall also refrain from issuing, or causing anyone to issue, any press release, press conference or other publicity (including Class Counsel’s websites or social media communications) disclosing the terms of this Agreement or anything about the negotiations leading up to this Agreement.

c) If the Parties or Class Counsel are asked about this Agreement or anything about the negotiations leading up to this Agreement by the media , they must state only that the dispute has been resolved and that they are not allowed to comment further on the matter.

6. PARTIES' AUTHORITY

6.1 All Parties have been represented by counsel throughout all negotiations which preceded the execution of this Agreement and this Agreement is made with the consent and advice of counsel. Class Counsel represent that the terms and conditions of this settlement are fair, reasonable, adequate, beneficial to and in the best interest of Named Plaintiffs and the FLSA Collective Members. Named Plaintiffs, as the FLSA Collective Representatives, and Class Counsel represent that they are fully authorized to enter into this Agreement and to bind the FLSA Collective Members to the terms and conditions thereof. Class Counsel and Named Plaintiffs (as the FLSA Collective Representatives) represent that by filing written consents to join this Civil Action, the other FLSA Collective Members: (a) consented and agreed to be bound by any judgment of the Court or any settlement of this Civil Action that the Court reviews and determines to be fair and reasonable; and (b) authorized Named Plaintiffs and Class Counsel to act as their agents and to negotiate a settlement in this Civil Action, subject to a review for fairness by the Court.

6.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

6.3 It is agreed that because the FLSA Collective Members are so numerous, it is impossible or impractical to have each member execute this Agreement. The Notice will advise

all FLSA Collective Members of the binding nature of the release as described in this Agreement, and that the release will have the same force and effect as if this Agreement were executed by each member of the FLSA Collective Member.

6.4 The Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

7. ADDITIONAL PROVISIONS

7.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement in a reasonable, practicable, and expeditious manner, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

7.2 Upon the dismissal of the Civil Action, at Defendants request following the close of discovery in *Horton v. Love's Travel Stops & Country Stores, Inc.*, No. 19 Civ. 1193 (M.D.N.C.), Named Plaintiffs, Class Counsel, and the FLSA Collective Members shall destroy or deliver to Defense Counsel any and all documents produced in this matter and designated as "confidential" by Defendant in the Action within twenty-one (21) business days of such request, and they shall not retain any copies or derivatives thereof. Class Counsel shall send a certification to counsel for Defendant confirming compliance with this provision. Notwithstanding this provision, Class Counsel may retain an archival copy of all pleadings, motion papers, transcripts, expert reports, legal memoranda, internal or external correspondence, or attorney work product, even if such materials contain documents produced in this matter and designated as "confidential" by Defendant in the Action.

7.3 Unless otherwise specifically provided herein, all notice, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given

as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Named Plaintiffs/FLSA Collective Members:

Marc Hepworth
HEPWORTH, GERSHBAUM & ROTH, PLLC
192 Lexington Avenue
Suite 802
New York, New York 10016)

-and-

Gregg I. Shavitz
SHAVITZ LAW GROUP, P.A.
951 Yamato Rd, Suite 285
Boca Raton, FL 33431

To Defendant:

Matthew Hank
Littler, Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102-1321

7.4 To be effective, any amendment to the Agreement must be made in writing and signed by counsel for the Parties, and approved by the Court.

7.5 This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement. In the event of any conflict between the Agreement and any other document, the Parties intend that this Agreement shall be controlling.

7.6 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the Commonwealth of Pennsylvania, both in its procedural and substantive aspects, and shall be subject to the continuing exclusive jurisdiction of the Court to interpret and enforce the provisions of this Agreement; to supervise the administration

and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the Civil Action. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

7.7 This Agreement may be executed in counterparts, including by electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

7.8 The Named Plaintiffs, Class Counsel, and Defense Counsel agree not to encourage FLSA Collective Members to refrain from depositing or otherwise negotiating their Settlement Checks. Defendant may communicate about the Agreement with their current employees who are FLSA Collective Members for the exclusive purpose of encouraging them to deposit or otherwise negotiate their Settlement Checks, consistent with the terms and provisions of this Agreement. Defendant will not take any adverse action against any current employees who are FLSA Collective Members because of their decision to deposit or otherwise negotiate their Settlement Checks.

7. If the Court declines to enter, in the form submitted by the Parties as contemplated under this Agreement (or any amended version agreed upon by the Parties), the Approval Order, or if the settlement as agreed does not become final for any other reason, the Parties agree to meet and confer in an attempt to address the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) business days. If the Parties are unsuccessful, then there shall be no prejudice due to lapse of time to either side and the Parties

may proceed with litigation as it existed on the date of the execution of this Agreement. If this Agreement is not approved, the case will proceed as if no settlement had been attempted, and Defendant retains the right to contest whether this case should be maintained as a collective action and to contest the merits of any claims being asserted in the Civil Action.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below:

Dated: _____
Kristopher Lawson
Named Plaintiff Kristopher Lawson
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____
Vincent McCleery
Named Plaintiff Vincent McCleery
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____
Sean McMurran
Named Plaintiff Sean McMurran
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____
Love's Travel Stops & Country Stores, Inc.
Love's Travel Stops & Country Stores, Inc.
Title:


may proceed with litigation as it existed on the date of the execution of this Agreement. If this Agreement is not approved, the case will proceed as if no settlement had been attempted, and Defendant retains the right to contest whether this case should be maintained as a collective action and to contest the merits of any claims being asserted in the Civil Action.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below:

Dated: _____

Named Plaintiff Kristopher Lawson
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____

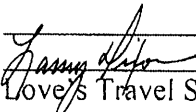


Vincent McCleery (Oct 7, 2020 16:19 EDT)
Named Plaintiff Vincent McCleery
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____

Named Plaintiff Sean McMurren
On Behalf of Himself and as an FLSA Collective
Members

Dated: 10/14/2020



Love's Travel Stops & Country Stores, Inc.

Title: Manager of Risk

may proceed with litigation as it existed on the date of the execution of this Agreement. If this Agreement is not approved, the case will proceed as if no settlement had been attempted, and Defendant retains the right to contest whether this case should be maintained as a collective action and to contest the merits of any claims being asserted in the Civil Action.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below:


Dated: _____

Named Plaintiff Kristopher Lawson
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____

Named Plaintiff Vincent McCleery
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____



Sean and Macy McMurrin (Oct 7, 2020 13:25 EDT)
Named Plaintiff Sean McMurrin
On Behalf of Himself and as an FLSA Collective
Members

Dated: _____

Love's Travel Stops & Country Stores, Inc.

Title:

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

KRISTOPHER LAWSON, VINCENT
MCCLEERY, and SEAN MCMURRAN,
Individually and on Behalf of All Other Persons
Similarly Situated,

Plaintiffs,

-against-

LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.,

Defendant.

Case No.: 1:17-cv-01266-CCC

ORDER APPROVING COLLECTIVE ACTION SETTLEMENT

THIS MATTER came before the Court upon Plaintiffs' Unopposed Motion for Approval of Settlement of Collective Action and to Dismiss Action with Prejudice. Having reviewed the Motion and all accompanying papers, and the Court being otherwise fully advised, it is ORDERED AND ADJUDGED as follows:

Plaintiffs' Motion is GRANTED. The Court finds that the Parties' Settlement in this Fair Labor Standards Act action is fair, reasonable, and just.

1. The Parties' Settlement and all of its terms is APPROVED. The Claims Administrator is authorized to send the notices and issue payments pursuant to the terms of the Settlement.
2. This Action is DISMISSED WITH PREJUDICE.
3. This Court will RETAIN JURISDICTION to enforce the Settlement until the conclusion of the settlement administration process.
4. The case is closed.

So ordered.

Martin C. Carlson
UNITED STATES MAGISTRATE JUDGE

EXHIBIT B

Name	Emp Num.	OM Date Start	OM Date End
ABEL, AARON	4535	3/11/2015	1/24/2017
ADKINS, DANIEL JASON	151890	1/27/2016	10/16/2016
ALDERETE, EMMANUEL	2032	3/11/2015	5/19/2015
ALFORD, CLIFFORD L JR.	189716	10/10/2016	12/13/2016
ALLEN, ANTHONY GEORGE	187186	8/24/2016	9/18/2017
ALZNER, EARL HENRY	177707	9/21/2016	2/16/2018
ANDERS, JOSHUA JAMES	2152	3/11/2015	5/20/2016
ANDERSON, JERAMIAH ADAM	150816	3/11/2015	8/4/2015
ANDREWS, JOHN RANDALL	188990	10/17/2016	12/6/2017
APPLE, RANDY LEE	2509	3/11/2015	7/14/2015
ARGUELLO MORA, EDDIE ELADIO	146984	3/11/2015	2/16/2018
ARMSTRONG, DEIDRE DENNETT	206608	8/16/2017	2/16/2018
AVERETT, KEVIN LEE	2040	1/8/2017	2/16/2018
AYERS, PERRY WILLIAM	9654	3/11/2015	12/22/2015
BAILEY, SHANON VENABLE	2500	3/11/2015	6/30/2016
BALLARD, TEDDY BEAR	179679	4/25/2016	8/14/2016
BARGER, JAMES C.	168794	9/21/2015	9/26/2017
BASCO, RAYMOND JOHN	179103	4/18/2016	7/10/2017
BATES, STEPHEN	148765	3/11/2015	7/20/2016
BECKOM, STEVEN	8002	3/11/2015	1/2/2018
BEJARANO, OSCAR LEONARDO	151202	3/11/2015	2/21/2017
BELL, ADAM KYLE	3207	3/11/2015	11/1/2016
BENNETT, SAMUEL JOHN	165667	7/20/2016	11/1/2016
BHARDWAJ, MANU	160526	4/6/2015	11/1/2016
BIAS, BRENDA SUE	3134	3/11/2015	9/11/2015
BILKA, DONALD ROY	14495	3/11/2015	7/1/2015
BILLETER, JOSEPH GLEN	183853	6/29/2016	9/9/2017
BITTNER, JOHN	168553	12/29/2015	2/16/2018
BLACKSHEAR, BRANDON LEE	1668	3/11/2015	12/27/2016
BLAKENEY, LAWRENCE MICHAEL	193674	12/20/2016	2/9/2018
BLAUM, CAMERON MARK	4274	3/11/2015	11/1/2016
BORST, DAVID L.	12667	3/11/2015	6/23/2015
BOSCO, ANTHONY WAYNE	197035	2/27/2017	7/25/2017
BOTHWELL, SHABRIEKA KEANDRA	148408	5/2/2016	7/21/2016
BOXLEY, MICHAEL ANTHONY	169094	9/28/2015	9/26/2016
BRADFORD, DAVID L	169126	12/29/2015	9/18/2016
BRADFORD, SEAN DANIEL	209620	8/30/2017	2/16/2018
BRADLEY, EDWARD KEITH	153782	3/23/2015	6/29/2015
BRANHAM, JORDAN CHARLES	216718	12/18/2017	2/16/2018
BRANT, JASON L.	161613	4/27/2015	7/17/2015
BRENNAN MICHAEL TROY	151969	5/6/2015	5/15/2016
BRIDGES, DAWN A.	13266	3/11/2015	11/24/2015

BROOKS, CHRISTOPHER PAUL	195600	1/25/2017	2/16/2018
BROWN, KEVIN	4605	6/28/2015	8/5/2015
BROWN, RONNIE ALLEN	217208	12/11/2017	2/16/2018
BRUS, MICHAEL S. III	201852	5/15/2017	2/16/2018
BURCHAM, TERRY LEE	5858	3/11/2015	11/1/2016
BURGIEN, CHRISTOPHER ROBERT MICHAEL	2668	3/11/2015	9/20/2016
BUTTRICK, THOMAS JOHN JR.	165217	12/29/2015	2/27/2016
CADARETTE, MATTHEW ALLEN	5309	10/28/2015	5/31/2016
CALANDRINO, LOUIS ANTHONY	4132	3/11/2015	5/26/2015
CALDWELL, LLOYD ALLEN JR.	13654	3/11/2015	5/19/2015
CALIGNAOAN, ROMANO KEITH	151894	3/11/2015	6/21/2015
CALLAN JEFFREY F.	175234	2/10/2016	2/16/2018
CAMPOS, DAVID RAY	9690	3/11/2015	4/16/2015
CANFIELD, JUSTIN	150985	3/11/2015	5/23/2015
CAPERONIS, PAUL	189168	10/17/2016	2/16/2018
CARPER, DANIEL L.	200597	4/24/2017	1/19/2018
CARTER, ROBERT JOSEPH	177833	3/28/2016	7/8/2016
CASSIDY, NATALIE	210963	11/6/2017	2/16/2018
CAVANNA, MIGUEL	192308	12/12/2016	8/20/2017
CAVENER, BRIAN RICHARD	6324	3/11/2015	10/18/2016
CHAPELL, DAVID ERIC GORDON	9207	3/11/2015	5/16/2015
CHARLES, JOHNNIE JR.	189605	3/1/2017	2/16/2018
CHERRY, TIMOTHY JAMES	174806	2/23/2016	3/1/2017
CLAYTON, MARK JOSEPH	8801	8/12/2015	8/25/2015
CLIFTON, LARRY GLENN	2598	3/11/2015	8/6/2016
COLE, CHARLES JULIAN	145604	3/11/2015	4/2/2015
COLEMAN, MICHAEL GLEN	149540	3/11/2015	5/19/2017
COLLEY, RICHARD DARRELL	177236	3/16/2016	3/15/2017
COLON, NIDIA	10568	7/20/2016	11/1/2016
COOK, NATHAN WILLIAM	204900	6/26/2017	8/3/2017
COOPER, DUSTIN RAY	167527	9/21/2015	11/1/2016
COSTLEY, RAYMOND R.	11363	3/11/2015	8/18/2015
COTTON, ROBIN DARLENE	2552	3/11/2015	8/5/2015
COX, CHRISTOPHER A.	3824	3/11/2015	11/1/2016
CREAGOR, CHRISTOPHER	166833	12/29/2015	3/11/2016
CREASMAN, ROBERT MICHAEL	4265	3/11/2015	2/16/2016
CUTLIP, NICHOLAS	10491	3/11/2015	3/27/2015
DAUGHERTY, ZACHERY	6988	3/11/2015	5/19/2015
DAUGHTRY, CODY DONOVAN	173103	12/29/2015	4/6/2016
DE LEON, ALEJANDRO	175094	1/4/2017	6/5/2017
DELANEY, GREGORY HARRIS	145742	3/11/2015	1/3/2016
DELEON, CHRISTOPHER DAVID	152655	4/6/2016	10/3/2017
DENN, STEVEN S.	188212	10/3/2016	4/25/2017

DENSTORFF, SYDNEY	196207	2/6/2017	1/10/2018
DICKERSON, PHILIP	160013	3/25/2015	2/16/2018
DIGNAN, MATTHEW MICHAEL	2973	4/4/2016	2/9/2017
DOMINGUEZ, EDWARD	4957	3/11/2015	11/1/2016
DONALD, PHILLIP CHARLES JR.	160524	4/6/2015	9/15/2017
DOWD, KEVIN GEORGE	112619	3/11/2015	2/18/2018
DUGGER, JAY SCOTT	148119	6/13/2016	2/16/2018
DUNN, COTY RAY	150668	3/11/2015	8/19/2015
DYKES, JAMES ROBERT JR.	5879	3/11/2015	7/14/2015
EDWARDS, TRACY	5669	5/24/2016	6/15/2016
ELLEDGE, GLEN	178128	4/11/2016	10/9/2017
ELLIS, J.D.	2832	11/2/2015	8/1/2017
ELLIS, JASON	150433	3/11/2015	2/16/2018
EMMERT, BRYAN	179797	5/3/2016	5/6/2016
ENGH, ADAM THOMAS	149955	3/11/2015	1/28/2016
EWART, CHRISTOPHER ALLEN	2560	3/11/2015	7/31/2016
FAIRBANKS, ROBERT PAUL	207284	7/31/2017	2/16/2018
FAIRCHILD, CHRISTOPHER ROBERT	9070	2/24/2016	11/1/2016
FEATHERSTON, GREGORY	185605	8/2/2016	2/27/2017
FIELDS, BENJAMIN TAYLOR	171207	12/29/2015	2/8/2016
FISCHER, NATHANIEL W.	163349	6/1/2015	7/11/2015
FLICK, LYNN	214786	11/2/2017	2/16/2018
FLOWERS, KURT A.	2130	3/11/2015	11/1/2016
FREEMAN-HERNANDEZ, GINA LYNNE	175140	5/25/2016	11/1/2016
GAONA, EDUARDO ASECION	5549	3/11/2015	9/7/2015
GARCIA, MOSES JEREMIAH	183287	7/5/2016	1/30/2017
GARCIA, RENA JEAN	1716	3/11/2015	11/2/2016
GARDEA, RICHARD	14948	3/11/2015	10/20/2015
GARZA, RAFAEL	3240	3/11/2015	6/23/2016
GEORGE, ROBERT JEFFERY	170318	12/29/2015	9/9/2016
GINSBERG, DAVID	150992	3/11/2015	7/29/2015
GOODREAU, JAMES ARTHUR	1510	3/11/2015	6/20/2016
GOSSECK, LISA MARIE	218278	1/3/2018	2/16/2018
GRANT, JAMES FRANCIS	3049	8/29/2016	2/16/2018
GRAVES, JOHN	195129	1/23/2017	3/31/2017
GREMARD, CORY HEATH	152107	3/11/2015	2/6/2016
GRIFFIN, DORIAN	168281	9/7/2015	5/18/2016
GRUBBS, STEPHANIE LAVONNE	175513	2/8/2016	7/30/2016
GUILLOTT, DANIEL AARON	192280	11/28/2016	5/3/2017
GURTO, CHRISTOPHER DAVID	4592	3/11/2015	10/14/2015
HAMILTON, STEPHEN	169414	12/29/2015	2/1/2017
HAMPTON, BRANDON	186344	8/15/2016	10/6/2016
HANKINS, TYLER EVAN LEE	152084	3/11/2015	3/27/2015

HANSEN, RICHARD LINDSAY	179021	4/18/2016	9/20/2017
HARDEN, RONALD ANTHONY	190545	11/2/2016	2/16/2018
HARMAN, DEVIN CRAIG	171359	11/18/2015	6/28/2016
HARRIS, BRANDON	16240	3/11/2015	11/3/2015
HARRISON, JEREMY SCOTT	180629	5/23/2016	2/16/2018
HARTDEGEN, SHANE PHILIP	178153	4/18/2016	5/31/2017
HATCHER, TIMOTHY	150803	3/11/2015	4/24/2015
HAWTHORNE, JAMES S.	199107	4/3/2017	10/21/2017
HAYS, KELLEN	16354	3/11/2015	8/15/2017
HEDRICK, DANIEL JOSEPH	5567	12/19/2017	2/16/2018
HERNANDEZ, JOHN PAUL	12832	3/11/2015	1/3/2017
HERRMANN, CORY	152328	11/2/2015	11/20/2016
HIGGINS, DAVID ALLEN	168356	12/29/2015	3/1/2017
HOLLAND, TAMAR MARIE	189857	5/15/2017	1/19/2018
HOLLAR, DEREK WADE	197484	3/6/2017	5/9/2017
HOLLY, RICHARD DOYLE	2848	3/11/2015	12/3/2015
HOLMES, MICHAEL	160194	3/30/2015	5/26/2015
HOPKINS, YOLANDA VEDA	177224	3/14/2016	2/16/2018
HORST, WENDY LEEANN	2521	1/1/2017	4/18/2017
HORTON, KRISTEN LEANN	3169	3/11/2015	6/2/2015
HOWARD, RICKY LEE	213487	10/18/2017	2/16/2018
HUEY, KIRSTIN ANN	188632	9/30/2016	5/24/2017
HUFF, JIMMY DON	188519	9/19/2016	2/13/2017
HUFFMAN, JASON EUGENE	9999	3/11/2015	2/16/2018
HURLEY, ROBERT	146433	3/11/2015	3/29/2016
JACKSON, DAVID ARTEMIO	174116	1/4/2016	9/8/2016
JACOBITZ, JACOB E.	181182	9/20/2017	2/13/2018
JAGEARS, RANDALL WADE	197891	3/13/2017	10/3/2017
JASPER, JAY	169977	10/19/2015	4/6/2016
JENNINGS, ADAM JEFFREY	149775	3/11/2015	11/1/2016
JIMERSON, DESMOND	148196	3/11/2015	12/23/2015
JOHNSON, DWIGHT LEE	168539	9/14/2015	3/29/2016
JOHNSON, JESSE JR.	193772	12/27/2016	7/12/2017
JONES, CLENT CARVER JR.	170019	10/19/2015	1/27/2016
JONES, CODY LEE	207339	8/2/2017	12/8/2017
JONES, MICHAEL LYNN	162956	5/25/2015	9/21/2016
JUAREZ, MICHAEL DEWAYNE	5759	3/11/2015	10/10/2015
KELLEY, ANDREW LAVERNE	66202	11/30/2015	11/1/2016
KEMPEN, LAWRENCE LEE	195501	1/25/2017	1/9/2018
KENNEY, SHANE	4627	3/11/2015	3/26/2015
KERRY, ROGER WAYNE	194593	1/11/2017	5/24/2017
KING, CHAD MICHAEL	163473	10/26/2015	10/18/2016
KING, DANNY LENARD	176645	3/14/2016	2/16/2018

KING, KERRY	206606	7/31/2017	10/8/2017
KIRAGU, AUSTINE N.	2424	3/11/2015	3/15/2017
KIRKWOOD, KEVIN A.	148475	3/11/2015	5/22/2015
KITCHEN, KATHIE ELLEN	188766	9/26/2016	2/16/2018
KITTS, ROBERT KEITH	166073	12/29/2015	11/20/2016
KOHLER, SCOTT ROBERT	193627	11/20/2017	2/6/2018
KOOIKER, JASON WILLIAM	168607	9/15/2015	12/1/2015
KUHL, ZACHARY ETHAN	180881	5/23/2016	7/22/2016
LADD, KEITH R. JR	9625	3/11/2015	9/22/2015
LANDER, GEOFFREY IRA	195703	2/15/2017	7/4/2017
LANE, DONALD E.	197820	3/6/2017	1/9/2018
LANSAW, STEVEN CHARLES	59132	6/3/2015	2/16/2018
LEBOW, ROBERT H.A.	166348	9/21/2015	7/19/2016
LEECH, JOSEPH DALE	175235	2/1/2016	6/28/2016
LEEZER, MICHELLE MARIE	3468	3/11/2015	4/27/2016
LEPHART, BRANDY	2548	3/11/2015	11/1/2016
LEWIS, MARK CLIFFORD	149786	3/11/2015	8/19/2015
LEWIS, RACHEL MARIE	7193	3/11/2015	11/1/2016
LIPSCOMB, JAMES THOMAS	115685	1/29/2018	2/16/2018
LOCKHART, BRIAN	179294	4/20/2016	2/17/2017
LONG, DANIEL DAVID SR.	174905	1/26/2016	8/14/2017
LONGSHORE, TERRY JOE	6218	5/27/2015	8/9/2016
LOVE, ZACHARY ROBERT	149531	3/11/2015	5/2/2016
LURRY, JOHN THOMAS	168574	10/16/2015	10/24/2015
LUTE, MICHAEL IAN	189245	9/28/2016	2/20/2017
LYNCH, RICHARD R. JR.	195875	1/23/2017	9/29/2017
LYNCH, SHELLEY MARIE	5684	3/11/2015	9/22/2015
MAGNUSON, MARK ARTHUR	189533	10/17/2016	2/16/2018
MALLEN-SALINAS, JOSE J..	151597	3/24/2015	6/30/2015
MANLEY, MELISSA LYNN	193887	12/19/2016	11/21/2017
MARTIN, JUSTIN RAY	151169	3/11/2015	4/13/2015
MARTIN, ROBIN RENEE	179053	4/18/2016	4/19/2016
MATTHEWS, DEMETRIUS	202394	5/31/2017	2/16/2018
MATTINGLY, AARON DANIEL	166659	11/2/2015	1/10/2016
MAU, ERIC LEE	194445	1/30/2017	4/22/2017
MAZYN, MARIA ELISA	3606	3/11/2015	3/27/2016
MARTHUR, DONALD LEE JR.	148517	6/24/2015	10/6/2015
MCCASTER, KEVIN L. JR	184725	7/18/2016	4/10/2017
MCCLELLAN, BRYANT	163323	6/1/2015	4/30/2017
MCCONVILLE, MICHAEL	121522	10/3/2016	5/14/2017
MCDONNELL, MICHAEL A.	181596	6/7/2016	9/28/2016
MCGOWAN, CHRIS	171801	11/30/2015	12/29/2015
MCINTYRE, SCOTT AARON	194312	1/4/2017	5/22/2017

MCKEE, JIMMY L.	3196	3/11/2015	11/15/2016
MCLAWS, WALTER RAY	2442	9/24/2015	8/3/2017
MCMULLEN, KELLY JACK	8480	3/11/2015	8/26/2015
MCNAMARA, DEREK PAUL	153055	3/11/2015	5/12/2015
MEADOWS, ARTHUR LADELL JR.	161630	4/27/2015	12/28/2015
MERRYMAN, NICOLE ELIZABETH	3312	9/13/2017	10/4/2017
MESSAMORE, COREY, ALLEN	170006	12/29/2015	8/29/2016
MIDDLETON III, OSCAR	185294	8/8/2016	1/23/2018
MILLER, ANDRE TROY	173710	7/4/2016	2/14/2017
MINYARD, STEVEN DREW	167039	8/10/2015	5/7/2017
MITTLESTAEDT, KATHY LEA	168554	9/14/2015	11/1/2016
MORA, AMBERLYNN	4671	10/1/2016	11/1/2016
MORAN, ANDREW JOHN	127919	11/6/2017	2/1/2018
MUSKET, CHRISTOPHER	197950	3/13/2017	7/11/2017
MUSLEH, WAJDI	183129	6/20/2016	11/1/2016
NADEAU, BRAD	162399	5/13/2015	5/6/2016
NASCIMENTO, RENATO DO	204360	6/28/2017	2/16/2018
NATHAN, ELANGE	169089	12/29/2015	7/26/2016
NELSON, DOUGLAS MICHAEL	4824	3/11/2015	8/23/2017
NELSON, KENNETH MARLAND	171862	12/1/2015	2/16/2018
NEVILS, JAMES BUFORD JR.	2357	3/11/2015	9/4/2015
NEWSON JALEESA	108362	9/7/2016	7/16/2017
NICHOLSON, CHUCKY DEWAYNE	191833	11/16/2016	9/19/2017
NIESE, CHRISTOPHER ROBERT	4061	3/11/2015	8/18/2015
OAKES, DANIELLE ELIZABETH	6904	3/11/2015	11/1/2016
ORTH, JESSICA LOUISE	5707	4/6/2015	3/25/2016
ORUEBOR, FRANCIS	189667	10/17/2016	2/16/2018
OSBORNE, SILVIA DIANE	10224	8/22/2016	3/19/2017
PARKER, KAREN LYNN	207005	7/26/2017	2/5/2018
PARKS, LARRY D.	179998	5/9/2016	2/19/2017
PATTERSON, ARTHUR L.	179224	4/25/2016	11/1/2016
PEDROSA, MICHAEL	209708	9/6/2017	2/16/2018
PEPPER, JAMES DEVIN	146129	6/15/2016	11/1/2016
PEREZ, BIANCA	178134	10/1/2016	11/1/2016
PERRY, DUSTIN R.	174925	1/28/2016	3/2/2016
PETTIGREW, MATTHEW J.	153158	3/11/2015	12/1/2015
PHELPS, CHRISTOPHER JUERGEN	179997	5/11/2016	1/9/2017
PHILBECK, CHARLES NICHOLAS	194437	1/9/2017	2/22/2017
PHIPPS, JAMES WADE JR.	10335	3/11/2015	7/3/2017
PICKEL, JOHN JAMES	8541	3/11/2015	10/20/2015
PICKETT, RANDALL	190100	10/24/2016	1/30/2017
PIPPER, STEVEN BOYD	10528	3/11/2015	4/13/2015
POMPEY, LINDSEY L.	160888	4/13/2015	8/5/2015

POPE, BRUCE GILBERT	176026	2/29/2016	3/24/2016
PRICE, JONATHAN MURRAY	2457	3/11/2015	11/11/2015
PRINCE, JERRETTA E.	3931	3/11/2015	6/16/2016
PRINCIPE, SHAWN	209331	9/18/2017	12/28/2017
PRITCHETT, MATTHEW	185939	8/9/2016	2/16/2018
RANSBERGER, CODY	185972	8/10/2016	1/11/2017
REDMAN, JOHN CURTIS	14018	12/29/2015	11/1/2016
REYES, LOUISA	151644	3/11/2015	1/8/2016
RIDENOUR, ANTHYNEA	163548	6/3/2015	8/4/2016
RINAKER, ERIC M.	189285	10/10/2016	6/4/2017
ROBB, BRADLEY	5498	3/11/2015	9/28/2015
ROBERTS, TISON	6575	8/26/2015	11/1/2016
ROBERTSON, MATTHEW J.	148515	3/11/2015	7/22/2015
ROBINSON, THOMAS BURTON	4406	8/5/2015	5/5/2016
RODRIGUEZ, JOSEPH A.	166650	8/3/2015	12/2/2015
ROOS, NICHOLAS R.	173811	12/28/2015	12/3/2017
ROSS, CHRISTOPHER	191294	11/28/2016	6/5/2017
ROTH, ISAAC	164137	12/29/2015	10/6/2016
ROTH, JOHN PATRICK	4634	3/11/2015	10/26/2016
ROY, JUSTIN A.	163752	6/8/2015	10/19/2015
RUCKER, ELBERT	196316	2/6/2017	2/16/2018
RUSH, SCOTT IVAN	195584	1/23/2017	4/18/2017
RUTHERFORD, JEFFREY DAVID	206955	8/7/2017	12/18/2017
RYAN, JUSTIN MICHAEL	152658	3/11/2015	12/9/2016
RYNDERS, CARSON RAY	173898	12/28/2015	5/11/2017
SALES, CHRISTOPHER PAUL	153630	3/18/2015	7/20/2015
SANTANA, CARLOS FRANCISCO	7213	3/11/2015	5/23/2017
SCHROEDER, HOLLY	180784	6/1/2016	11/1/2016
SELLERS, ANTONIO DEAN	179109	4/18/2016	9/27/2016
SERRA-ARDERI, DANNY	13200	10/28/2015	4/24/2016
SHAPIRO, SAM	163903	6/10/2015	10/13/2015
SHEETS, JAMES TAYLOR	2847	3/11/2015	1/25/2017
SHEPHERD, PHILLIP SCOTT	205483	7/10/2017	10/1/2017
SHIN, HYUNIL	174279	1/13/2016	2/29/2016
SHINER, DARRELL	175858	2/22/2016	5/9/2017
SHIPMAN, RUSSELL	4468	3/11/2015	9/29/2015
SHOEMAKER, JOSEPH A.	1789	3/11/2015	2/16/2018
SHULTS, SHAWN DALE	187242	8/29/2016	2/20/2017
SILVER, ANGELENA NICOLE	173097	12/7/2015	1/4/2016
SINGERMAN, DAVID PHILIP	166674	8/3/2015	10/14/2015
SKAGGS, AMANDA	189085	9/21/2016	2/17/2017
SLAUGHTER, ADAM KEITH	151397	3/11/2015	8/1/2015
SMEAD, CHRISTOPHER CHARLES	215331	11/13/2017	1/28/2018

SNYDER, HEATHER ALINA	187095	9/5/2016	2/16/2018
SOCIA, LUCAS MATTHEW	13765	10/10/2017	2/16/2018
SORG, SCOTT M.	173414	12/29/2015	11/1/2016
SPRINKLE, BLAINE	152332	3/11/2015	11/16/2015
STEIN, RYAN EUGENE	206929	8/7/2017	2/14/2018
STEPHENS, VORICE L.	9284	3/11/2015	5/31/2015
STEVENS, CARLON RAY	170478	10/28/2015	2/16/2018
STINSON, WILLIAM FRED II	3994	7/29/2015	11/1/2016
STOREY, JASON	163615	6/4/2015	2/16/2018
SUDZIAK, JAMES ERIC	164788	6/25/2015	9/6/2015
TAGLE, ARTURO, JR.	173778	1/4/2016	2/16/2016
TALavera, PATRICIA ANN	1301	3/11/2015	9/13/2016
TANNER DAVID LEE	204027	6/19/2017	2/16/2018
TAYLOR, DAVID	180821	6/1/2016	6/6/2017
THOMAS, MICHAEL	174384	1/18/2016	7/22/2016
THOMPSON, JEREMY GRANT	192612	11/28/2016	7/4/2017
TICE, STEPHEN	149945	3/11/2015	4/16/2015
TOFT, CHRIS	168552	9/14/2015	7/18/2017
TOVES, BRENDA ANN	2358	3/11/2015	9/3/2015
TOWNSEND, BRIAN A.	188242	9/9/2016	2/16/2018
TROXELL, JUSTIN ALEXANDER	6433	3/11/2015	8/26/2015
TURNER, RICHARD	169382	12/29/2015	2/25/2016
URQUHART, MITCHELL AUSTIN	6422	3/11/2015	10/29/2015
VALENTINE, HOWARD EUGENE	153131	3/11/2015	6/24/2015
WACKER, CHARLS DAVID	181728	6/1/2016	11/2/2016
WARD, SCOTT ALLEN	184116	7/18/2016	5/30/2017
WARREN, DARRYL DAMONE	149344	3/11/2015	5/18/2015
WEINBERG, CARRIE ANN	2919	3/11/2015	2/16/2018
WENTWORTH, HAROLD BYRON	14256	3/11/2015	4/26/2016
WESLEY, ROGER	3358	3/11/2015	4/29/2015
WEYER, JOSEPH ALLEN	6541	3/11/2015	10/15/2015
WHEELER, BENJAMIN J.	152914	7/6/2016	4/4/2017
WHEELER, MATTHEW JORDAN	4240	5/7/2016	11/1/2016
WHITE, HEATHER DIANN	179969	5/9/2016	11/13/2017
WHITE-FRENCH, JAMIE	3428	3/11/2015	8/16/2016
WIDHALM, KEVIN EDWIN	1922	3/11/2015	4/8/2016
WIESE, BRANDON MICHAEL	7963	3/11/2015	8/3/2015
WIGHT, JOHN EDWARD	179484	4/22/2016	11/30/2016
WILKERSON, JOSHUA WAYNE	173033	12/7/2015	7/15/2016
WILLIAMS, BILLIE DEE	7290	3/11/2015	2/16/2018
WILLIAMS, CHAD MARTEN	6822	3/11/2015	8/13/2015
WILLIAMS, CLARENCE	167967	12/29/2015	6/26/2017
WILLIAMS, DARREN KEITH	162083	5/6/2015	7/7/2015

WILLIAMS, ERVING FAST	9551	3/11/2015	11/3/2015
WILLIAMS, KENNETH	12971	3/11/2015	2/23/2016
WILLIAMSON, ERIC	162251	5/11/2015	11/1/2016
WILSON, MICHAEL L.	210241	10/9/2017	2/16/2018
WILSON, TIMOTHY P.	3158	3/11/2015	2/16/2018
WOODHOUSE, BRANDON RALPH	162757	12/29/2015	1/5/2016
WOODRUFF, RICHARD ALLEN	162011	5/25/2016	7/28/2016
WOZNIAK, JASON MICHAEL	160978	4/14/2015	4/13/2016
WYNIA, DARYL PIER	170472	10/28/2015	1/20/2017
XIMENEZ, FELIX MARIANO	148543	12/29/2015	3/1/2016
YORK, LEONARD GRANT	2635	3/11/2015	8/17/2016
ZABINSKI, PATRICK B.	183293	6/27/2016	6/30/2017
ZAVALA, LAURIETTA	1841	12/7/2015	11/1/2016
BLACK, SAMUEL LEE	200027070		
BREAUX, ZACHARY VICTOR	24371010		
CATALAN, BYRON, D.	34075160		
COPELAND, DEBORAH DENISE	57690950		
FULLER, JOEY DALE	200033466		
FULLER, SHANNON DENISE	200010048		
GOTREAU, PATRICK SCOTT	200011100		
HARRIS, TAMMY	43505950		
HERNANDEZ, JOSE	41990810		
HUBER, CARLA MONIQUE	36331260		
MAKRIDIS, SAVAS	200031120		
MCGEE, YTERRIA ZELMA	200015411		
MITCHELL, CEVIN DEAN	23181670		
MONTOYA, ANNABELLE	48549350		
MORRIS, JESSICA RAYCHELE	200013261		
NELSON, JAMES DEREK KENT	200014025		
NELSON, KANDY LYNN	28903580		
PEAVY, RORY	200015540		
RAUCH, TAMIKA LAQUIN	48352520		
RIDGELL, JESSICA NICOLE	27778900		
SHINE, CAROL ANN	46290620		
SIMPSON, NICHOLAS ROBERT	52257170		
SMITH, SHAMEKA	40860440		
SMOOT JERRY THOMAS	50515250		
TEFERTILLER, JAMES ALLAN	200004067		
TEMPEL, HAINES ANDREW	200000323		
WHITE, SAMANTHA J.	200009745		
WILLIAMS, ANTONIO DARRELL	200028481		
MCMURRAN, SEAN			
LAWSON, KRISTOPHER			

MCLEERY, VINCENT
BEASLEY, CALVIN DANIEL
COLLINS, CODY RAY
ERIVES-MALDONADO, MARCO ALEJANDRO
HATELER, TIMOTHY D.
HENRY, KIRSTIE J.
HOENICKA, STACEY LYNN
HOUSTON, SAMUEL DALE
JORDON, SERENA MICHELE
KISINGER, KEITH AARON
MARONEY, MICHAEL T.
MEADOWS JR., GLENN D.
NORTON, SONYA GIVENS
SWEENEY, RYAN PATRICK
VAUGHN, ROBIN MICHAEL
ZAPATA, GERADO

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

KRISTOPHER LAWSON, VINCENT
MCCLEERY, and SEAN MCMURRAN,
Individually and on Behalf of All Other Persons
Similarly Situated,

Plaintiffs,

-against-

LOVE’S TRAVEL STOPS & COUNTRY
STORES, INC.,

Defendant.

Case No.: 1:17-cv-01266-CCC

COURT NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT

To:

[Name]
[Address]
[City, State Zip]

You joined the lawsuit identified above. Recently, the United States District Court approved a settlement of the lawsuit and authorized this Notice.

You are entitled to a payment from the settlement of this collective action lawsuit. A Settlement Check is enclosed with this Notice of Settlement [or, if sent via e-mail: A Settlement Check is enclosed with the Notice of Settlement being issued to you via First Class U.S. Mail to the address listed above.]

- This Notice is directed to you because you previously opted into this lawsuit against Love’s Travel Stops & Country Store, Inc. (“Love’s”) by filing a consent to join the action.
- The Named Plaintiffs identified in the caption sued Love’s alleging that they failed to pay them and other Operations Managers (“OMs”) for overtime hours they worked. The Named Plaintiffs filed the lawsuit as a collective action under the federal Fair Labor Standards Act (“FLSA”). You previously agreed for the Named Plaintiffs and their attorneys to act on your behalf in this Lawsuit.
- Love’s has denied the allegations in the Complaint and asserts that OMs were compensated correctly under the law. Nevertheless, the Parties have agreed to settle this Lawsuit for the

purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has not made any ruling on the merits of the claims and no Party has prevailed in this action. However, the Court has reviewed and approved the Settlement and this Notice.

- Love's will not take an adverse action against any participant in this Lawsuit for accepting a settlement payment.
- Under the allocation formula created by the settlement, you are entitled to a gross (i.e., pre-tax) settlement payment of \$[REDACTED]. This amount is based on the number of weeks in which you worked as an OM, pursuant to Love's records, which fall within the Federal three-year liability period, which is measured from the longer of three years prior to your having joined this Lawsuit or February 16, 2015, through [date Agreement was executed] (the "Eligibility Period").
- Neither Plaintiffs' Counsel nor Love's make any representations concerning the tax obligations of your settlement payment.

THE SETTLEMENT BENEFITS – WHAT YOU GET

1. How much is my payment and how was it calculated?

You are entitled to a gross settlement payment for \$[REDACTED], half of which is subject to deductions for applicable taxes and withholding like any other paycheck, and for which you will receive an IRS Form W-2, and half of which will be reported on an IRS Form 1099.

2. Am I giving anything up by accepting the settlement check?

As a participant in this Lawsuit entitled to a settlement payment, by operation of the Settlement Agreement and the Court's Order approving same, except as to such rights or claims as may be created by the Settlement Agreement or those non-waivable by law, you shall hereby irrevocably and unconditionally forever and fully release and covenant not to sue or otherwise pursue claims against Love's and all Released Parties¹ from any and all claims that were asserted or that could have been asserted in this Lawsuit related to the payment of regular or overtime wages, including but not limited to all claims, demands, and causes of action for unpaid regular and/or overtime wages, penalties, liquidated damages, interest, costs, attorney's fees, and any other relief under the federal FLSA, 29 U.S.C. § 201, *et seq.*, as well as any similar state or local law governing the payment of regular or overtime wages, arising out of work performed for Love's as an overtime exempt-classified Operations Manager at any time until and including [date of

¹ "Released Parties" means Love's and its predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in this Lawsuit.

execution of Agreement] (collectively, the “Released Claims”). The Released Claims further include all claims for miscalculated wages, improper deduction(s), late payment of wages, premium pay, commissions, bonuses, improper rounding of time records; and as it applies to any wage and hour claims, breach of contract, implied contract, quantum meruit, unjust enrichment, promissory estoppel, equitable estoppel, fraud, negligent misrepresentation, conversion, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief theories or claims, any claims related to 401k or pension plans, or under or derived from the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.*, to the extent such ERISA claims are premised on an alleged failure to credit any pension plan, health plan or other employer sponsored benefit plan account or benefits based upon and within the above defined scope of claims release. Specifically excluded from Released Claims are all Equal Pay Act, gender discrimination claims, and/or sex or gender-based claims that were asserted or that could have been asserted in the action *Horton v. Love’s Travel Stops & Country Stores, Inc.*, No. 19 Civ. 1193 (M.D.N.C.).

The lawyers representing you believe that this settlement is a fair and reasonable resolution of the case, and encourage you to deposit and/or otherwise negotiate your settlement check.

THE LAWYERS REPRESENTING YOU

3. How will the lawyers be paid?

The Court has approved payment to Plaintiffs’ Counsel of \$1,450,000.00 to compensate them for their attorneys’ fees and out-of-pocket costs. These fees compensate Plaintiffs’ Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement, and reimburse Plaintiffs’ Counsel for their out-of-pocket costs spent in litigating the case, excluding the cost of the Settlement Administrator. The Court also has approved payment of Plaintiffs’ Counsel’s out-of-pocket costs, excluding the cost of the Settlement Administrator. The costs of the Settlement Administrator will be paid by Love’s separately. In addition, the Court has approved payments of a total of \$37,500.00 to the six Service Award Recipients to recognize the risks they took and their service to the collective action, including representing you and participating in depositions on behalf of the Collective.

FOR MORE INFORMATION

4. Are there more details about the Settlement?

This Notice summarizes the settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement by sending a request, in writing, to the Settlement Administrator at:

Love's Travel Stops & Country Stores Settlement Administrator

[address]

[city state zip]

Phone: () -

Facsimile: () -

E-mail:

Otherwise, if you have other questions about the settlement, you can contact the Settlement Administrator at the contact information above, or Plaintiffs' Counsel, your lawyers, at:

Gregg I. Shavitz
Paolo C. Meireles
Logan A. Pardell
SHAVITZ LAW GROUP, P.A.
951 Yamato Rd, Suite 285
Boca Raton, Florida 33431
Telephone: (561) 447-8888
Facsimile: (561) 447-8831
E-mail: info@shavitzlaw.com
www.shavitzlaw.com

Rebecca Predovan
Marc S. Hepworth
Charles Gershbaum
David A. Roth
**HEPWORTH, GERSHBAUM &
ROTH, PLLC**
192 Lexington Avenue, Suite 802
New York, New York 10016
Telephone: (212) 545-1199
Facsimile: (212) 532-3801
E-mail: info@HGRLawyers.com
www.HGRLawyers.com

DATED: , 2020

EXHIBIT D

GENERAL RELEASE IN EXCHANGE FOR SERVICE PAYMENT
("General Release")

Plaintiff, Kristopher Lawson, on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Love's Travel Stops & Country Stores, Inc. (collectively "Love's" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the proceeding before the United States District Court for the Middle District of Pennsylvania, Florida titled *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, Case No. 1:17-cv-01266-CCC, (the "Litigation"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Court's approval of the Settlement Agreement filed in the Litigation ("Settlement Agreement"), and the Court's approval of a Service Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a Service Payment of \$10,000.00 or such other amount as approved by the Court, consistent with the provisions of Section 1.11(b) of the Settlement Agreement, as well as an individual Settlement Check as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The Service Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.**

(a) In exchange for the Service Payment, and to the full extent permitted by law, EMPLOYEE irrevocably and unconditionally release, acquit, and forever discharge Love's and its the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in the Lawsuit (collective, "Released Parties"), of and from:

(i) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Love's or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release. This release and waiver includes, but is not limited to, any claims arising from their employment and/or contractual relationship, or the termination of their employment and/or contractual relationship, with Love's and/or any of the Released Parties. This release and waiver includes, but is not limited to: claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and all state and local analogues of such statutes; claims arising under common law, tort, policy or contract; claims for retaliation, defamation, libel, slander, invasion of

privacy, or negligence; claims based on theories of strict liability or respondeat superior; claims for costs, fees, interest, expenses, or attorneys' fees; claims that were asserted or that could have been asserted in the Lawsuit; and any other claims of any kind, except as expressly excluded elsewhere in this Agreement; and

(ii) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Defendant or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release, and which arise under the Age Discrimination in Employment Act. EMPLOYEE retains the right to revoke his or her waiver of rights under the Age Discrimination in Employment Act as set forth herein provided that he or she does so by providing written notice of the revocation via United States registered or certified mail, return receipt requested, to Love's, address as follows:

Matthew Hank
Littler, Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102-1321

no later than seven (7) days following the date on which the Court enters the Approval Order as an Order of Court, and as further described in the Settlement Agreement. Such notice given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing in accordance with the requirements herein. If EMPLOYEE revokes his or her waiver of rights under the Age Discrimination in Employment Act, the amount of the Service Payment allocated to that Service Award Recipient shall be reduced by fifty percent (50%), and Love's shall retain the remaining fifty percent (50%).

(b) EMPLOYEE acknowledges and agrees that in accordance with the requirements of the Older Workers Benefit Protection Act: (i) EMPLOYEE has read and fully understands the terms of this General Release, including the waivers and releases contained herein; (ii) EMPLOYEE was advised and hereby is advised that General Release includes a waiver and release of rights and claims under Chapter 14 (Age Discrimination in Employment) of Title 29 of the Code of the Laws of the United States of America, 29 U.S.C. § 621, et seq.; (iii) is not waiving rights or claims that may arise after the date on which he or she executes this Agreement; (iv) EMPLOYEE's waiver of rights and claims is in exchange for consideration in addition to anything of value to which they already are entitled; (v) EMPLOYEE was advised and hereby is advised in writing to consult with an attorney of their choice prior to signing this Agreement; (vi) EMPLOYEE has been given a period of twenty-one (21) days within which to consider the terms of the Agreement before signing it (and if EMPLOYEE signed this Agreement before the end of this twenty-one (21) day period, it is because they freely chose to do so after carefully considering its terms); (vii) EMPLOYEE has no fewer than seven (7) days following the execution of this Agreement in which to revoke the release and waiver of claims under the Age Discrimination in Employment Act.

(c) EMPLOYEE affirms that they have not filed any other charges, complaints, lawsuits, claims or actions against Love's or any of the Released Parties, based on any event that took place prior to the date they sign this General Release, except as expressly disclosed in this General Release. In the event there is outstanding any such charge, complaint, claim or action, EMPLOYEE agrees to execute such papers or documents as Love's Counsel determines may be necessary to attempt to have such charge, complaint, claim or action withdrawn and dismissed with prejudice.

(d) EMPLOYEE forever waives any and all claim or right to reinstatement, future employment, or any other future association or future contractual relationship with Love's. EMPLOYEE agrees that they shall not at any time seek or accept future employment or any other form of contractual relationship with Love's. A breach of this paragraph by EMPLOYEE shall constitute lawful and just cause for Love's to refuse to employ and/or contract with EMPLOYEE, and EMPLOYEE shall have no cause of action (for retaliation or otherwise) for such refusal or termination. For the avoidance of doubt, the terms of this paragraph apply only to future employment with Love's, and not to any current employment with Love's to the extent such relationship exists between the Parties.

3. **Release Exclusions.** Notwithstanding the foregoing provisions General Release, EMPLOYEE does not release or waive: (a) any claim that they could make for unemployment compensation or workers' compensation benefits; (b) any rights or claims that cannot be released as a matter of law pursuant to this General Release ; (c) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission or similar state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a claim that was released); and/or (d) any rights or claims that may arise after the date they sign this Agreement.

4. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;

(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A. and Hepworth, Gershbaum, and Roth, PLLC;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release; and

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my

satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.

Kristopher Lawson
11/11/2020 15:02 EDT

EMPLOYEE SIGNATURE

Kristopher Lawson
EMPLOYEE NAME (print)

Dated: _____

GENERAL RELEASE IN EXCHANGE FOR SERVICE PAYMENT
("General Release")

Plaintiff, Vincent McCleery, on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Love's Travel Stops & Country Stores, Inc. (collectively "Love's" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the proceeding before the United States District Court for the Middle District of Pennsylvania, Florida titled *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, Case No. 1:17-cv-01266-CCC, (the "Litigation"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Court's approval of the Settlement Agreement filed in the Litigation ("Settlement Agreement"), and the Court's approval of a Service Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a Service Payment of \$10,000.00 or such other amount as approved by the Court, consistent with the provisions of Section 1.11(b) of the Settlement Agreement, as well as an individual Settlement Check as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The Service Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.**

(a) In exchange for the Service Payment, and to the full extent permitted by law, EMPLOYEE irrevocably and unconditionally release, acquit, and forever discharge Love's and its the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in the Lawsuit (collective, "Released Parties"), of and from:

(i) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Love's or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release. This release and waiver includes, but is not limited to, any claims arising from their employment and/or contractual relationship, or the termination of their employment and/or contractual relationship, with Love's and/or any of the Released Parties. This release and waiver includes, but is not limited to: claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and all state and local analogues of such statutes; claims arising under common law, tort, policy or contract; claims for retaliation, defamation, libel, slander, invasion of

privacy, or negligence; claims based on theories of strict liability or respondeat superior; claims for costs, fees, interest, expenses, or attorneys' fees; claims that were asserted or that could have been asserted in the Lawsuit; and any other claims of any kind, except as expressly excluded elsewhere in this Agreement; and

(ii) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Defendant or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release, and which arise under the Age Discrimination in Employment Act. EMPLOYEE retains the right to revoke his or her waiver of rights under the Age Discrimination in Employment Act as set forth herein provided that he or she does so by providing written notice of the revocation via United States registered or certified mail, return receipt requested, to Love's, address as follows:

Matthew Hank
Littler, Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102-1321

no later than seven (7) days following the date on which the Court enters the Approval Order as an Order of Court, and as further described in the Settlement Agreement. Such notice given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing in accordance with the requirements herein. If EMPLOYEE revokes his or her waiver of rights under the Age Discrimination in Employment Act, the amount of the Service Payment allocated to that Service Award Recipient shall be reduced by fifty percent (50%), and Love's shall retain the remaining fifty percent (50%).

(b) EMPLOYEE acknowledges and agrees that in accordance with the requirements of the Older Workers Benefit Protection Act: (i) EMPLOYEE has read and fully understands the terms of this General Release, including the waivers and releases contained herein; (ii) EMPLOYEE was advised and hereby is advised that General Release includes a waiver and release of rights and claims under Chapter 14 (Age Discrimination in Employment) of Title 29 of the Code of the Laws of the United States of America, 29 U.S.C. § 621, et seq.; (iii) is not waiving rights or claims that may arise after the date on which he or she executes this Agreement; (iv) EMPLOYEE's waiver of rights and claims is in exchange for consideration in addition to anything of value to which they already are entitled; (v) EMPLOYEE was advised and hereby is advised in writing to consult with an attorney of their choice prior to signing this Agreement; (vi) EMPLOYEE has been given a period of twenty-one (21) days within which to consider the terms of the Agreement before signing it (and if EMPLOYEE signed this Agreement before the end of this twenty-one (21) day period, it is because they freely chose to do so after carefully considering its terms); (vii) EMPLOYEE has no fewer than seven (7) days following the execution of this Agreement in which to revoke the release and waiver of claims under the Age Discrimination in Employment Act.

(c) EMPLOYEE affirms that they have not filed any other charges, complaints, lawsuits, claims or actions against Love's or any of the Released Parties, based on any event that took place prior to the date they sign this General Release, except as expressly disclosed in this General Release. In the event there is outstanding any such charge, complaint, claim or action, EMPLOYEE agrees to execute such papers or documents as Love's Counsel determines may be necessary to attempt to have such charge, complaint, claim or action withdrawn and dismissed with prejudice.

(d) EMPLOYEE forever waives any and all claim or right to reinstatement, future employment, or any other future association or future contractual relationship with Love's. EMPLOYEE agrees that they shall not at any time seek or accept future employment or any other form of contractual relationship with Love's. A breach of this paragraph by EMPLOYEE shall constitute lawful and just cause for Love's to refuse to employ and/or contract with EMPLOYEE, and EMPLOYEE shall have no cause of action (for retaliation or otherwise) for such refusal or termination. For the avoidance of doubt, the terms of this paragraph apply only to future employment with Love's, and not to any current employment with Love's to the extent such relationship exists between the Parties.

3. **Release Exclusions.** Notwithstanding the foregoing provisions General Release, EMPLOYEE does not release or waive: (a) any claim that they could make for unemployment compensation or workers' compensation benefits; (b) any rights or claims that cannot be released as a matter of law pursuant to this General Release ; (c) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission or similar state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a claim that was released); and/or (d) any rights or claims that may arise after the date they sign this Agreement.

4. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;

(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A. and Hepworth, Gershbaum, and Roth, PLLC;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release; and

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my

satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.

Vincent McCleery
Vincent McCleery 10.1.2. 2020 12:06 EDT

EMPLOYEE SIGNATURE

Vincent McCleery
EMPLOYEE NAME (print)

Dated: _____

GENERAL RELEASE IN EXCHANGE FOR SERVICE PAYMENT
("General Release")

Plaintiff, Sean McMurran, on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Love's Travel Stops & Country Stores, Inc. (collectively "Love's" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the proceeding before the United States District Court for the Middle District of Pennsylvania, Florida titled *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, Case No. 1:17-cv-01266-CCC, (the "Litigation"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Court's approval of the Settlement Agreement filed in the Litigation ("Settlement Agreement"), and the Court's approval of a Service Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a Service Payment of \$10,000.00 or such other amount as approved by the Court, consistent with the provisions of Section 1.11(b) of the Settlement Agreement, as well as an individual Settlement Check as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The Service Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.**

(a) In exchange for the Service Payment, and to the full extent permitted by law, EMPLOYEE irrevocably and unconditionally release, acquit, and forever discharge Love's and its the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in the Lawsuit (collective, "Released Parties"), of and from:

(i) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Love's or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release. This release and waiver includes, but is not limited to, any claims arising from their employment and/or contractual relationship, or the termination of their employment and/or contractual relationship, with Love's and/or any of the Released Parties. This release and waiver includes, but is not limited to: claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and all state and local analogues of such statutes; claims arising under common law, tort, policy or contract; claims for retaliation, defamation, libel, slander, invasion of

privacy, or negligence; claims based on theories of strict liability or respondeat superior; claims for costs, fees, interest, expenses, or attorneys' fees; claims that were asserted or that could have been asserted in the Lawsuit; and any other claims of any kind, except as expressly excluded elsewhere in this Agreement; and

(ii) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Defendant or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release, and which arise under the Age Discrimination in Employment Act. EMPLOYEE retains the right to revoke his or her waiver of rights under the Age Discrimination in Employment Act as set forth herein provided that he or she does so by providing written notice of the revocation via United States registered or certified mail, return receipt requested, to Love's, address as follows:

Matthew Hank
Littler, Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102-1321

no later than seven (7) days following the date on which the Court enters the Approval Order as an Order of Court, and as further described in the Settlement Agreement. Such notice given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing in accordance with the requirements herein. If EMPLOYEE revokes his or her waiver of rights under the Age Discrimination in Employment Act, the amount of the Service Payment allocated to that Service Award Recipient shall be reduced by fifty percent (50%), and Love's shall retain the remaining fifty percent (50%).

(b) EMPLOYEE acknowledges and agrees that in accordance with the requirements of the Older Workers Benefit Protection Act: (i) EMPLOYEE has read and fully understands the terms of this General Release, including the waivers and releases contained herein; (ii) EMPLOYEE was advised and hereby is advised that General Release includes a waiver and release of rights and claims under Chapter 14 (Age Discrimination in Employment) of Title 29 of the Code of the Laws of the United States of America, 29 U.S.C. § 621, et seq.; (iii) is not waiving rights or claims that may arise after the date on which he or she executes this Agreement; (iv) EMPLOYEE's waiver of rights and claims is in exchange for consideration in addition to anything of value to which they already are entitled; (v) EMPLOYEE was advised and hereby is advised in writing to consult with an attorney of their choice prior to signing this Agreement; (vi) EMPLOYEE has been given a period of twenty-one (21) days within which to consider the terms of the Agreement before signing it (and if EMPLOYEE signed this Agreement before the end of this twenty-one (21) day period, it is because they freely chose to do so after carefully considering its terms); (vii) EMPLOYEE has no fewer than seven (7) days following the execution of this Agreement in which to revoke the release and waiver of claims under the Age Discrimination in Employment Act.

(c) EMPLOYEE affirms that they have not filed any other charges, complaints, lawsuits, claims or actions against Love's or any of the Released Parties, based on any event that took place prior to the date they sign this General Release, except as expressly disclosed in this General Release. In the event there is outstanding any such charge, complaint, claim or action, EMPLOYEE agrees to execute such papers or documents as Love's Counsel determines may be necessary to attempt to have such charge, complaint, claim or action withdrawn and dismissed with prejudice.

(d) EMPLOYEE forever waives any and all claim or right to reinstatement, future employment, or any other future association or future contractual relationship with Love's. EMPLOYEE agrees that they shall not at any time seek or accept future employment or any other form of contractual relationship with Love's. A breach of this paragraph by EMPLOYEE shall constitute lawful and just cause for Love's to refuse to employ and/or contract with EMPLOYEE, and EMPLOYEE shall have no cause of action (for retaliation or otherwise) for such refusal or termination. For the avoidance of doubt, the terms of this paragraph apply only to future employment with Love's, and not to any current employment with Love's to the extent such relationship exists between the Parties.

3. **Release Exclusions.** Notwithstanding the foregoing provisions General Release, EMPLOYEE does not release or waive: (a) any claim that they could make for unemployment compensation or workers' compensation benefits; (b) any rights or claims that cannot be released as a matter of law pursuant to this General Release ; (c) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission or similar state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a claim that was released); and/or (d) any rights or claims that may arise after the date they sign this Agreement.

4. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;


(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A. and Hepworth, Gershbaum, and Roth, PLLC;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release; and

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my

satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.


Sean and Mary McMurrin (Oct 2, 2020 04:23 PM)

EMPLOYEE SIGNATURE

Sean McMurrin
EMPLOYEE NAME (print)

Dated: _____

GENERAL RELEASE IN EXCHANGE FOR SERVICE PAYMENT
("General Release")

Larry Glen Clifton, on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Love's Travel Stops & Country Stores, Inc. (collectively "Love's" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the proceeding before the United States District Court for the Middle District of Pennsylvania, Florida titled *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, Case No. 1:17-cv-01266-CCC, (the "Litigation"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Court's approval of the Settlement Agreement filed in the Litigation ("Settlement Agreement"), and the Court's approval of a Service Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a Service Payment of \$2,500.00, or such other amount as approved by the Court, consistent with the provisions of Section 1.11(b) of the Settlement Agreement, as well as an individual Settlement Check as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The Service Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.**

(a) In exchange for the Service Payment, and to the full extent permitted by law, EMPLOYEE irrevocably and unconditionally release, acquit, and forever discharge Love's and its the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in the Lawsuit (collective, "Released Parties"), of and from:

(i) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Love's or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release. This release and waiver includes, but is not limited to, any claims arising from their employment and/or contractual relationship, or the termination of their employment and/or contractual relationship, with Love's and/or any of the Released Parties. This release and waiver includes, but is not limited to: claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and all state and local analogues of such statutes; claims arising under common law, tort, policy or contract; claims for retaliation, defamation, libel, slander, invasion of

privacy, or negligence; claims based on theories of strict liability or respondeat superior; claims for costs, fees, interest, expenses, or attorneys' fees; claims that were asserted or that could have been asserted in the Lawsuit; and any other claims of any kind, except as expressly excluded elsewhere in this Agreement; and

(ii) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Defendant or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release, and which arise under the Age Discrimination in Employment Act. EMPLOYEE retains the right to revoke his or her waiver of rights under the Age Discrimination in Employment Act as set forth herein provided that he or she does so by providing written notice of the revocation via United States registered or certified mail, return receipt requested, to Love's, address as follows:

Matthew Hank
 Littler, Mendelson, P.C.
 Three Parkway
 1601 Cherry Street, Suite 1400
 Philadelphia, PA 19102-1321

no later than seven (7) days following the date on which the Court enters the Approval Order as an Order of Court, and as further described in the Settlement Agreement. Such notice given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing in accordance with the requirements herein. If EMPLOYEE revokes his or her waiver of rights under the Age Discrimination in Employment Act, the amount of the Service Payment allocated to that Service Award Recipient shall be reduced by fifty percent (50%), and Love's shall retain the remaining fifty percent (50%).

(b) EMPLOYEE acknowledges and agrees that in accordance with the requirements of the Older Workers Benefit Protection Act: (i) EMPLOYEE has read and fully understands the terms of this General Release, including the waivers and releases contained herein; (ii) EMPLOYEE was advised and hereby is advised that General Release includes a waiver and release of rights and claims under Chapter 14 (Age Discrimination in Employment) of Title 29 of the Code of the Laws of the United States of America, 29 U.S.C. § 621, et seq.; (iii) is not waiving rights or claims that may arise after the date on which he or she executes this Agreement; (iv) EMPLOYEE's waiver of rights and claims is in exchange for consideration in addition to anything of value to which they already are entitled; (v) EMPLOYEE was advised and hereby is advised in writing to consult with an attorney of their choice prior to signing this Agreement; (vi) EMPLOYEE has been given a period of twenty-one (21) days within which to consider the terms of the Agreement before signing it (and if EMPLOYEE signed this Agreement before the end of this twenty-one (21) day period, it is because they freely chose to do so after carefully considering its terms); (vii) EMPLOYEE has no fewer than seven (7) days following the execution of this Agreement in which to revoke the release and waiver of claims under the Age Discrimination in Employment Act.

(c) EMPLOYEE affirms that they have not filed any other charges, complaints, lawsuits, claims or actions against Love's or any of the Released Parties, based on any event that took place prior to the date they sign this General Release, except as expressly disclosed in this General Release. In the event there is outstanding any such charge, complaint, claim or action, EMPLOYEE agrees to execute such papers or documents as Love's Counsel determines may be necessary to attempt to have such charge, complaint, claim or action withdrawn and dismissed with prejudice.

(d) EMPLOYEE forever waives any and all claim or right to reinstatement, future employment, or any other future association or future contractual relationship with Love's. EMPLOYEE agrees that they shall not at any time seek or accept future employment or any other form of contractual relationship with Love's. A breach of this paragraph by EMPLOYEE shall constitute lawful and just cause for Love's to refuse to employ and/or contract with EMPLOYEE, and EMPLOYEE shall have no cause of action (for retaliation or otherwise) for such refusal or termination. For the avoidance of doubt, the terms of this paragraph apply only to future employment with Love's, and not to any current employment with Love's to the extent such relationship exists between the Parties.

3. **Release Exclusions.** Notwithstanding the foregoing provisions General Release, EMPLOYEE does not release or waive: (a) any claim that they could make for unemployment compensation or workers' compensation benefits; (b) any rights or claims that cannot be released as a matter of law pursuant to this General Release ; (c) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission or similar state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a claim that was released); and/or (d) any rights or claims that may arise after the date they sign this Agreement.

4. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;


(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A. and Hepworth, Gershbaum, and Roth, PLLC;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release; and

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my

satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.



EMPLOYEE SIGNATURE
Larry G Clifton

EMPLOYEE NAME (print)
Dated: Oct 4, 2020

GENERAL RELEASE IN EXCHANGE FOR SERVICE PAYMENT
("General Release")

Richard Lynch, Jr., on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Love's Travel Stops & Country Stores, Inc. (collectively "Love's" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the proceeding before the United States District Court for the Middle District of Pennsylvania, Florida titled *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, Case No. 1:17-cv-01266-CCC, (the "Litigation"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Court's approval of the Settlement Agreement filed in the Litigation ("Settlement Agreement"), and the Court's approval of a Service Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a Service Payment of \$2,500.00, or such other amount as approved by the Court, consistent with the provisions of Section 1.11(b) of the Settlement Agreement, as well as an individual Settlement Check as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The Service Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.**

(a) In exchange for the Service Payment, and to the full extent permitted by law, EMPLOYEE irrevocably and unconditionally release, acquit, and forever discharge Love's and its the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in the Lawsuit (collective, "Released Parties"), of and from:

(i) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Love's or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release. This release and waiver includes, but is not limited to, any claims arising from their employment and/or contractual relationship, or the termination of their employment and/or contractual relationship, with Love's and/or any of the Released Parties. This release and waiver includes, but is not limited to: claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and all state and local analogues of such statutes; claims arising under common law, tort, policy or contract; claims for retaliation, defamation, libel, slander, invasion of

privacy, or negligence; claims based on theories of strict liability or respondeat superior; claims for costs, fees, interest, expenses, or attorneys' fees; claims that were asserted or that could have been asserted in the Lawsuit; and any other claims of any kind, except as expressly excluded elsewhere in this Agreement; and

(ii) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Defendant or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release, and which arise under the Age Discrimination in Employment Act. EMPLOYEE retains the right to revoke his or her waiver of rights under the Age Discrimination in Employment Act as set forth herein provided that he or she does so by providing written notice of the revocation via United States registered or certified mail, return receipt requested, to Love's, address as follows:

Matthew Hank
Littler, Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102-1321

no later than seven (7) days following the date on which the Court enters the Approval Order as an Order of Court, and as further described in the Settlement Agreement. Such notice given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing in accordance with the requirements herein. If EMPLOYEE revokes his or her waiver of rights under the Age Discrimination in Employment Act, the amount of the Service Payment allocated to that Service Award Recipient shall be reduced by fifty percent (50%), and Love's shall retain the remaining fifty percent (50%).

(b) EMPLOYEE acknowledges and agrees that in accordance with the requirements of the Older Workers Benefit Protection Act: (i) EMPLOYEE has read and fully understands the terms of this General Release, including the waivers and releases contained herein; (ii) EMPLOYEE was advised and hereby is advised that General Release includes a waiver and release of rights and claims under Chapter 14 (Age Discrimination in Employment) of Title 29 of the Code of the Laws of the United States of America, 29 U.S.C. § 621, et seq.; (iii) is not waiving rights or claims that may arise after the date on which he or she executes this Agreement; (iv) EMPLOYEE's waiver of rights and claims is in exchange for consideration in addition to anything of value to which they already are entitled; (v) EMPLOYEE was advised and hereby is advised in writing to consult with an attorney of their choice prior to signing this Agreement; (vi) EMPLOYEE has been given a period of twenty-one (21) days within which to consider the terms of the Agreement before signing it (and if EMPLOYEE signed this Agreement before the end of this twenty-one (21) day period, it is because they freely chose to do so after carefully considering its terms); (vii) EMPLOYEE has no fewer than seven (7) days following the execution of this Agreement in which to revoke the release and waiver of claims under the Age Discrimination in Employment Act.

(c) EMPLOYEE affirms that they have not filed any other charges, complaints, lawsuits, claims or actions against Love's or any of the Released Parties, based on any event that took place prior to the date they sign this General Release, except as expressly disclosed in this General Release. In the event there is outstanding any such charge, complaint, claim or action, EMPLOYEE agrees to execute such papers or documents as Love's Counsel determines may be necessary to attempt to have such charge, complaint, claim or action withdrawn and dismissed with prejudice.

(d) EMPLOYEE forever waives any and all claim or right to reinstatement, future employment, or any other future association or future contractual relationship with Love's. EMPLOYEE agrees that they shall not at any time seek or accept future employment or any other form of contractual relationship with Love's. A breach of this paragraph by EMPLOYEE shall constitute lawful and just cause for Love's to refuse to employ and/or contract with EMPLOYEE, and EMPLOYEE shall have no cause of action (for retaliation or otherwise) for such refusal or termination. For the avoidance of doubt, the terms of this paragraph apply only to future employment with Love's, and not to any current employment with Love's to the extent such relationship exists between the Parties.

3. **Release Exclusions.** Notwithstanding the foregoing provisions General Release, EMPLOYEE does not release or waive: (a) any claim that they could make for unemployment compensation or workers' compensation benefits; (b) any rights or claims that cannot be released as a matter of law pursuant to this General Release ; (c) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission or similar state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a claim that was released); and/or (d) any rights or claims that may arise after the date they sign this Agreement.

4. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;


(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A. and Hepworth, Gershbaum, and Roth, PLLC;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release; and

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my

satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.


Richard R Lynch Jr (Oct 4, 2020 21:26 CDT)

EMPLOYEE SIGNATURE

Richard R Lynch Jr

EMPLOYEE NAME (print)

Dated: Oct 4, 2020

GENERAL RELEASE IN EXCHANGE FOR SERVICE PAYMENT
("General Release")

Plaintiff, Darryl Warren, on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Love's Travel Stops & Country Stores, Inc. (collectively "Love's" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the proceeding before the United States District Court for the Middle District of Pennsylvania, Florida titled *Lawson, et al. v. Love's Travel Stops & Country Stores, Inc.*, Case No. 1:17-cv-01266-CCC, (the "Litigation"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Court's approval of the Settlement Agreement filed in the Litigation ("Settlement Agreement"), and the Court's approval of a Service Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a Service Payment of \$2,500.00 or such other amount as approved by the Court, consistent with the provisions of Section 1.11(b) of the Settlement Agreement, as well as an individual Settlement Check as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The Service Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.**

(a) In exchange for the Service Payment, and to the full extent permitted by law, EMPLOYEE irrevocably and unconditionally release, acquit, and forever discharge Love's and its the predecessors, successors, present and former affiliates, future affiliates, parents, Advisory Board, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) of, and all persons acting by, through, under or in concert with, Love's, including, but not limited to, any person or entity that was or could have been named as a defendant in the Lawsuit (collective, "Released Parties"), of and from:

(i) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Love's or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release. This release and waiver includes, but is not limited to, any claims arising from their employment and/or contractual relationship, or the termination of their employment and/or contractual relationship, with Love's and/or any of the Released Parties. This release and waiver includes, but is not limited to: claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and all state and local analogues of such statutes; claims arising under common law, tort, policy or contract; claims for retaliation, defamation, libel, slander, invasion of

privacy, or negligence; claims based on theories of strict liability or respondeat superior; claims for costs, fees, interest, expenses, or attorneys' fees; claims that were asserted or that could have been asserted in the Lawsuit; and any other claims of any kind, except as expressly excluded elsewhere in this Agreement; and

(ii) any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which they now have, may have or claim to have, or which they at any prior time had or claimed to have against Defendant or any of the Released Parties, arising out of any matter occurring or accruing on or before the date he or she signs this General Release, and which arise under the Age Discrimination in Employment Act. EMPLOYEE retains the right to revoke his or her waiver of rights under the Age Discrimination in Employment Act as set forth herein provided that he or she does so by providing written notice of the revocation via United States registered or certified mail, return receipt requested, to Love's, address as follows:

Matthew Hank
Littler, Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102-1321

no later than seven (7) days following the date on which the Court enters the Approval Order as an Order of Court, and as further described in the Settlement Agreement. Such notice given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing in accordance with the requirements herein. If EMPLOYEE revokes his or her waiver of rights under the Age Discrimination in Employment Act, the amount of the Service Payment allocated to that Service Award Recipient shall be reduced by fifty percent (50%), and Love's shall retain the remaining fifty percent (50%).

(b) EMPLOYEE acknowledges and agrees that in accordance with the requirements of the Older Workers Benefit Protection Act: (i) EMPLOYEE has read and fully understands the terms of this General Release, including the waivers and releases contained herein; (ii) EMPLOYEE was advised and hereby is advised that General Release includes a waiver and release of rights and claims under Chapter 14 (Age Discrimination in Employment) of Title 29 of the Code of the Laws of the United States of America, 29 U.S.C. § 621, et seq.; (iii) is not waiving rights or claims that may arise after the date on which he or she executes this Agreement; (iv) EMPLOYEE's waiver of rights and claims is in exchange for consideration in addition to anything of value to which they already are entitled; (v) EMPLOYEE was advised and hereby is advised in writing to consult with an attorney of their choice prior to signing this Agreement; (vi) EMPLOYEE has been given a period of twenty-one (21) days within which to consider the terms of the Agreement before signing it (and if EMPLOYEE signed this Agreement before the end of this twenty-one (21) day period, it is because they freely chose to do so after carefully considering its terms); (vii) EMPLOYEE has no fewer than seven (7) days following the execution of this Agreement in which to revoke the release and waiver of claims under the Age Discrimination in Employment Act.

(c) EMPLOYEE affirms that they have not filed any other charges, complaints, lawsuits, claims or actions against Love's or any of the Released Parties, based on any event that took place prior to the date they sign this General Release, except as expressly disclosed in this General Release. In the event there is outstanding any such charge, complaint, claim or action, EMPLOYEE agrees to execute such papers or documents as Love's Counsel determines may be necessary to attempt to have such charge, complaint, claim or action withdrawn and dismissed with prejudice.

(d) EMPLOYEE forever waives any and all claim or right to reinstatement, future employment, or any other future association or future contractual relationship with Love's. EMPLOYEE agrees that they shall not at any time seek or accept future employment or any other form of contractual relationship with Love's. A breach of this paragraph by EMPLOYEE shall constitute lawful and just cause for Love's to refuse to employ and/or contract with EMPLOYEE, and EMPLOYEE shall have no cause of action (for retaliation or otherwise) for such refusal or termination. For the avoidance of doubt, the terms of this paragraph apply only to future employment with Love's, and not to any current employment with Love's to the extent such relationship exists between the Parties.

3. **Release Exclusions.** Notwithstanding the foregoing provisions General Release, EMPLOYEE does not release or waive: (a) any claim that they could make for unemployment compensation or workers' compensation benefits; (b) any rights or claims that cannot be released as a matter of law pursuant to this General Release ; (c) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission or similar state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a claim that was released); and/or (d) any rights or claims that may arise after the date they sign this Agreement.

4. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;


(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A. and Hepworth, Gershbaum, and Roth, PLLC;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release; and

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my

satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.


Darryl Warren (Oct 7, 2020 00:16 CDT)

EMPLOYEE SIGNATURE

Darryl Warren
EMPLOYEE NAME (print)

Dated: _____